

REC'D. CRP
RECORDATION NO. 6972 - A Filed & Recorded

MAR 23 1976 2 40 PM

INTERSTATE COMMERCE COMMISSION

SUPPLEMENTAL AGREEMENT

THIS SUPPLEMENTAL AGREEMENT dated as of December 22, 1975, by and between FIRST NATIONAL BANK OF MINNEAPOLIS, as Trustee (hereinafter called the "Trustee") and UNITED STATES RAILWAY LEASING COMPANY, an Illinois corporation (hereinafter called the "Company").

W I T N E S S E T H, that:

WHEREAS, the Trustee and the Company have heretofore executed and delivered with and to each other that certain Agreement and Indenture (Security Agreement) dated as of March 1, 1973 (hereinafter called the "Original Agreement"); and

WHEREAS, the Original Agreement was recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act and was assigned Recordation No. 6972; and

WHEREAS, pursuant to Section 4.2B of the Original Agreement, the Company has requested the Trustee to pay over to the Company an amount in cash deposited with the Trustee on account of the loss, destruction, theft or damage beyond repair of the Destroyed Cars (as hereinafter defined) as required by Section 3.1B of the Original Agreement and will,

herein, assign and transfer to the Trustee in substitution therefor Substitute Equipment (as hereinafter defined); and

WHEREAS, the Company and the Trustee desire to modify and amend the Original Agreement to release and delete therefrom the Destroyed Cars and to encumber thereby and substitute therefor the Substitute Cars.

NOW, THEREFORE, in consideration of the premises and of the promises, covenants and agreements hereinafter set forth, it is agreed by and between the parties hereto that:

1. The Trustee does hereby release and remise to and unto the Company the railroad cars described in Exhibit A hereto (herein called "Destroyed Cars") and the Original Agreement is hereby amended by releasing from the lien thereof and deleting from Exhibit B thereof, such Destroyed Cars.
2. The Original Agreement is hereby amended by subjecting to the lien thereof and adding to Exhibit B thereof, the railroad cars described in Exhibit B hereto (herein called "Substitute Cars").
3. The Company will mark or cause to be marked the Substitute Cars as provided in Section 4.1E of the Original Agreement.

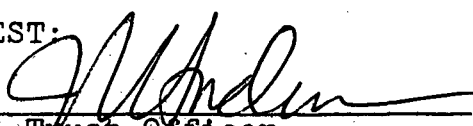
4. The terms "Cars" and "Equipment" as used in the Original Agreement shall hereafter, for all purposes, include the Substitute Cars and shall not hereafter include the Destroyed Cars.

5. The Company will promptly cause this Supplemental Agreement and an Assignment of Lease for the Substitute Cars to be filed and recorded in accordance with Section 20c of the Interstate Commerce Act.

6. Except as amended and supplemented hereby, the Original Agreement shall remain unaltered and in full force and effect.

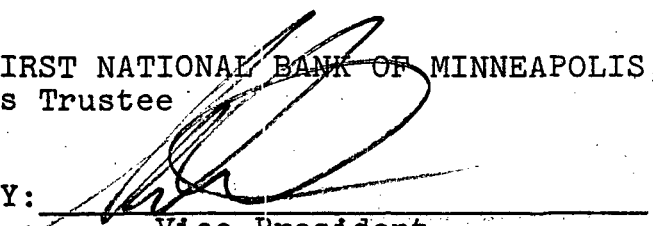
IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Agreement to be duly executed as of the 22nd day of December, 1975.

ATTEST:


Trust Officer

FIRST NATIONAL BANK OF MINNEAPOLIS,
as Trustee

BY:


Vice President

ATTEST:


Assistant Secretary

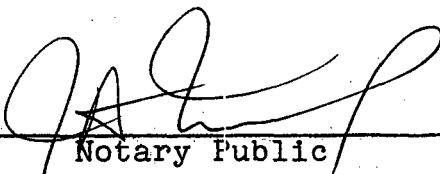
UNITED STATES RAILWAY LEASING
COMPANY

BY:


Vice President

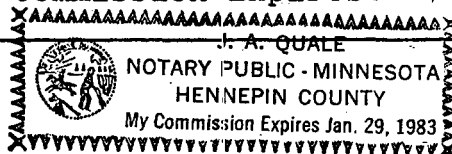
STATE OF MINNESOTA)
) SS.
COUNTY OF HENNEPIN)

On this 15 day of March, 1976,
before me personally appeared C. M. TILDEN
and J. L. ANDERSON, to me personally known,
who, being by me duly sworn, say that they are a
VICE PRESIDENT and a TRUST OFFICER,
respectively, of FIRST NATIONAL BANK OF MINNEAPOLIS, that
one of the seals affixed to the foregoing instrument is the
corporate seal of said corporation, that said instrument was
signed and sealed on behalf of said corporation by authority
of its Board of Directors and they acknowledged that the exe-
cution of the foregoing instrument was the free act and deed
of said corporation.



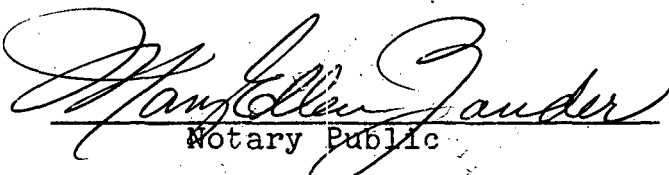
Notary Public

My Commission Expires:



STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

On this 12th day of January, 1976,
before me personally appeared E. L. Holmstrom
and T. A. Lukumala, to me personally known,
who, being by me duly sworn, say that they are Vice President
and Assistant Secretary, respectively, of UNITED STATES
RAILWAY LEASING COMPANY, that one of the seals affixed to
the foregoing instrument is the seal of said corporation,
that said instrument was signed and sealed on behalf of said
corporation by authority of its Board of Directors, and they
acknowledged that the execution of the foregoing instrument
was the free act and deed of said corporation.



Notary Public

My Commission Expires:

6/19/79

EXHIBIT "A"

DESTROYED CARS

<u>NO. OF CARS</u>	<u>DESCRIPTION OF EQUIPMENT</u>	<u>LESSEE</u>	<u>DATE OF LEASE</u>	<u>LEASE TERM (YRS.)</u>	<u>ICC REC. NO.</u>
2	52' 5" - 70 ton RBL box cars, bearing car reporting marks LNAC 5033 and 5090	Louisville, New Albany and Corydon Railroad Company	4/10/72	15	6760
6	100-ton 4740 cu. ft. covered hopper cars, bearing car re- porting marks MILW 100503, 100507, 100544, 100553, 100600 and 100649	Chicago, Milwaukee, St. Paul and Pacific Railroad Company	10/20/72	15	6804

EXHIBIT "B"

SUBSTITUTE CARS AND LEASES

<u>NO. OF CARS</u>	<u>DESCRIPTION OF EQUIPMENT</u>	<u>LESSEE</u>	<u>DATE OF LEASE</u>	<u>LEASE TERM (YRS.)</u>	<u>ICC REC. NO.</u>
3	70-ton insulated box cars, bearing car reporting marks USLX 13150-13152, both in- clusive	Northwest Hardwoods, Inc.	2/21/74	7.5	7650
3	70-ton insulated box cars, bearing car reporting marks USLX 13153-13155, both in- clusive	Northwest Hardwoods, Inc.	5/10/74	7.5	7648